Equity holds a married woman's separate estate liable for all her engagements which affect such estate. BISPHAM, EQUITY (9th ed.) §102, 103; see notes to *Hulme* v. *Tenant,* 1 Lead. Cas. Eq. (3d Am. ed.) 504 et seq. When a wife joins in a conveyance of her husband's land, the common law rule applies in the absence of a statute affecting her liability, and she is ordinarily not bound by the covenants even though she is named in them. *Sanford* v. *Kane,* 133 Ill. 199; *Webb* v. *Holt,* 113 Mich. 338, 341: *Miller* v. *Miller,* 140 Ind. 174; *Curry* v. *Mortgage Co.,* 107 Ala. 429; under a statute relieving the wife of liability; *Bennett* v. *Pierce,* 45 W. Va. 654. Under "married woman's acts" removing the common law disablities as to contract, a married woman is usually held liable on her covenants, whether the conveyance be of her separate estate, or of her husband's lands in which she joins. *Security Bank* v. *Holmes,* 68 Minn. 538; *Fisher* v. *Clark,* 8 Kan. App. 483. The principal case was under a statute providing that "A married woman may make contracts with any person other than her husband, and bind herself and her separate property in the same way as though she were unmarried." Vt. P. S. (1906) §3037. It would seem that the wife's liability under such a statute would be beyond doubt. The covenant of even a stranger to the title is good as to the immediate grantee, and an estate no higher than possession would make his covenant run with the land. *Mygatt* v. *Coe,* 152 N. Y. 457. The wife in such cases occupies a better position than a stranger to the title, as she joins to convey her dower or homestead rights. This Vermont statute has been construed as enabling a married woman to contract only with reference to property held to her sole and separate use, on the theory that to allow a woman to convey land in which her husband had marital rights would deprive him of his property without due process of law. *Hubbard* v. *Hubbard,* 77 Vt. 73; *Barrows* v. *Dugan's Estate,* 88 Vt. 441. That the court felt bound by this construction explains the decision in the principal case, which seems to be at variance with tho ordinary meaning of the statute.

INJUNCTION—NEGOTIABLE NOTES OBTAINED THROUGH FRAUD.—Negotiable notes, unenforceable because of their fraudulent inception and lack of consideration, were past due and in the hands of holders with notice. The maker filed a bill to enjoin the holders from negotiating these notes or from prosecuting any action to recover thereon and to have the notes adjudged void and cancelled. *Held,* that the injunction be granted and that the notes be surrendered for cancellation. *Warnock Uniform Co.* v. *Silver et al* (1915) 156 N. Y. Supp. 637.

As a general rule where the maker of a note has an adequate remedy at law equity will not enjoin the transfer or collection of such note. I JOYCE, INJUNCTIONS, §§ 498a-499. Notwithstanding plaintiff had an adequate remedy at law in way of defense to any action that might have been brought upon the notes, yet the majority opinion in the instant case said the facts presented an exception to the rule stated above. But the court really followed the principle that the exercise of the broad and adequate powers of equity is regulated by a sound discretion, as the circumstances of the individual case may dictate. See *Hamilton* v. *Cummings,* 1 Johns. Ch. 517, for an announce-

ment of this principle by Chancellor KENT. Also *Sharon* v. *Tucker*, 144 U. S. 533; *Loring* v. *Hildreth*, 170 Mass. 328; POMEROY EQ. JURIS. § 1399. The existence of a defense, the dependency of proof of this defense upon extrinsic evidence, the risk of losing this evidence through delay, and the apprehension of a multiplicity of suits, were the facts upon which the court exercised its discretion in granting the relief. See *Springport* v. *Teutonia Sav. Bank*, 75 N. Y. 397; *Metler's Admr's.* v. *Metler*, 18 N. J. Eq. 270; *Fuller* v. *Percival*, 126 Mass. 381; *DeKalb Holding Co.* v. *Madison Theater Co.* 165 N. Y. App. Div. 202, 151 N. Y. Supp. 85. As was pointed out by the dissent equity avoids only a multiplicity of suits between the parties. *O'Brien* v. *Fitzgerald*, 6 N. Y. App. Div. 509, affirmed on opinion below in 150 N. Y. 572, 44 N. E. 1126; *Krause* v. *Scott*, 86 Ill. App. 238; 1 HIGH, INJUNCTIONS, § 62. Multiplicity of suits alone in the case under consideration would not have justified the interference of equity because the suits would not have been between the parties, yet when combined with the other circumstances such multiplicity was properly considered in exercising jurisdiction. *Springport* v. *Teutonia Savings Bank*, 75 N. Y. 397.

LANDLORD AND TENANT—COVENANT TO GRANT NEW LEASE.—A lease, given by defendant to plaintiff, contained the following covenant, "The party of the second part has the first privilege of renting the farm, if not sold, at the end of the year." In an action brought for specific performance of the covenant, *held*, that the covenant called for a new lease for the same period and on the same terms as the original lease except that there should be, in the new lease, no covenant to renew. *Fergen* v. *Lyons*, (Wis. 1916), 155 N. W. 935.

Where there is a contract to grant a new lease which does not fix the terms of the new lease or provide a certain method for this ascertainment, such contract is too uncertain to be enforced. *Reed* v. *Cambell*, 43 N. J. Eq. 406; *Howard* v. *Tomicich*, 81 Miss. 703; and *Boyle* v. *Laird*, 2 Wis. 41. Other cases announce the same doctrine, but differ from the principal case in that there was no possibility that, by construction, it might be found that the covenant to renew contained a general promise to grant a new lease upon the same terms as the old one. See *Abeel* v. *Radcliff*, 13 Johns (N. Y.) 297; *Delashmutt* v. *Thomas*, 45 Md. 140; *Whitlock* v. *Duffield*, Hoff, (N. Y.) 110; *Domestic Telegraph Co.* v. *Metropolitan Telephone Co.*, 9 N. J. Eq. 160.

MUNICIPAL CORPORATIONS—CONTRACT WITH MUNICIPAL OFFICER FOR PROFESSIONAL SERVICES.—Plaintiff sues to recover for professional medical services which were rendered by him under a contract which was made by him with the Trustees of the defendant town. The contract was made on the same day that the plaintiff was appointed as secretary of the Board of Trustees of defendant town—the latter being ex-officio the Board of Health—but it is not clear whether the appointment or the contract was prior in time; the services performed under the contract—and now sued for—were rendered subsequent to the appointment. The salary of the secretary of the Board of Health was fixed at $15 per year, and he was by statute (§ 7605 Burns 1908 Statutes) made "the executive officer of the board." The trial court